

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES  
PAGE 2 OF SLA 3 TO LEASE GS-09B-02667  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No.3

DATE

2/8/2011

TO LEASE NO. **GS-09B-02667**

ADDRESS OF PREMISE 1585, 1611 & 1615 S. Plaza Way  
Flagstaff, AZ 86001-7156

THIS AGREEMENT, made and entered into this date by and between:

**PLAZA WAY DEVELOPMENT, LLC**

whose address is 3567 E. Sunrise Drive, Suite 225  
Tucson, AZ 85718-3218

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to adjust the annual rent to include the cost of tenant improvements, amend the notice to proceed paragraph to reflect actual construction costs at completion and adjust the commission credit to reflect the final tenant improvement costs for the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 1, 2011, as follows:

Paragraphs 3, 25 and 26 are hereby deleted in their entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent, in arrears, as follows:

	Shell Rate (r.s.f. per year)	Annual Base Year Service Cost (r.s.f. per year)	Annual Amortized T.I.'s (r.s.f. per year)	Annual Total Rent (r.s.f. per year)	Total Monthly Rent	Total Annual Rent
September 1, 2010 through January 31, 2011	\$15.83	\$6.10	\$0.00	\$21.93	\$22,116.41	\$ 265,396.86
February 1, 2011 through August 31, 2020	\$15.83	\$6.10	\$2.072945	\$24.002945	\$24,206.97	\$ 290,483.64

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**Plaza Way Development, LLC**  
3567 E. Sunrise Drive  
Suite 225  
Tucson, AZ 85718-3218

~CONTINUED ON PAGE 2 OF 2~

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

**LESSOR: PLAZA WAY DEVELOPMENT, LLC**

BY [Signature]  
(Signature)

Managing Member  
(Title)

IN THE PRESENCE OF  
[Signature]  
(Signature)

3567 E. Sunrise Drive, Suite 225  
Tucson, Arizona 85718  
(Address)

**UNITED STATES OF AMERICA** General Services Administration, Public Building Service

BY [Signature]  
(Erin H. Winschel)

**CONTRACTING OFFICER**  
(Official Title)

25. **Commission and Commission Credit:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED]<sup>(4)</sup> of the firm term value of this lease. The total estimated amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit.

For the **shell and operating costs**, the commission credit is \$[REDACTED] and reduction in shell rent shall commence **September 1, 2010** with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- First Month Rental Payment \$22,116.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month Rent; and
- Second Month Rental Payment \$22,116.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month Rent.

For the **tenant improvement costs**, the commission credit is [REDACTED] and reduction in shell rent shall commence **February 1, 2011** with the first month of the tenant improvement portion of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- First Month Rental Payment of \$2,090.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month Rent; and
- Second Month Rental Payment of \$2,090.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month Rent.

26. **NOTICE TO PROCEED:** Notice to Proceed with tenant improvements.

This Supplemental Lease Agreement (SLA) records the Notice to Proceed per SFO Paragraph 5.7(E) with Tenant Improvements effective upon execution of this SLA by the Government. Lessor agrees to complete Tenant Improvements in accordance with all terms and conditions of the Lease and Government reviewed Construction Documents for a total cost of \$240,415.00. \$402,112.62 (\$38.29644/ABOA) is authorized per Paragraph 3.2 of the SFO. The final costs submitted to GSA at the completion of the tenant improvements on February 1, 2011 are below the Tenant Improvement Allowance. \$240,415.00 (\$22.896667/ABOA) is amortized in the rent as stated in Lease Paragraph 17 at a rate of 0.00% per month over the ten (10) year term of the lease. Any change orders will be recorded and approved in a subsequent SLA.

All other terms and conditions of the lease shall remain in force and effect.

LESSOR & GOV'T

EMM Edw